

19107-044 Chancery Causes: Adms. of Joseph Ely vs. J. L. Pennington &c
Lee Co.

West, Stewart, Moore, Reynolds, Carter, Redwine, Stapleton,
Barnett, Johnson

1 Plat

CA-Debt

T-Property

To the Hon. H. A. W. Skeen, Judge of the circuit court, for Lee county, Virginia.

Humbly complaining, your orators, W. P. M. Stewart and S. P. West, administrators of the estate of Joseph Ely, deceased, respectfully represents, that heretofore to-wit, at the second February rules, 1896, of the said court, the said Joseph Ely filed therein his original bill against J. L. Pennington and Wm. Pennington, the object of which was to enforce the lien of a judgment in favor of the said Joseph Ely for the sum of one hundred and thirty four (\$134.00) dollars, with interest and cost against the real estate then owned by the said J. L. & Wm. Pennington; that afterwards, to-wit, at the _____ rules, 190____, of the said court your orators filed therein an amended bill, the object of which was to enforce the lien of the said judgment against a four hundred and twelve (412) acre tract of land called the Wm. A. Parsons tract; that afterwards, to-wit; at the _____ rules, 1903, of the said court, your orators filed therein a second amended bill, the object of which was to enforce the lien of the said judgment against the undivided interest in the C. A. Jessee land, and your orators now pray that each of the said bills, be taken and treated as a part of this bill as fully as if they had been set out at length herein, and that all the exhibits, decrees, commissioner's reports, depositions and other papers connected with the said suit, likewise be taken and treated as a part of this bill, the same as if fully set out herein.

As will be seen from the record in the said cause, the said four hundred and twelve (412) acre tract of land has been sold, and the whole of the proceeds of the said sale will be insufficient to pay the liens older and superior to the lien of your orators against the said J. L. & Wm. Pennington.

Your orators likewise allege, that in case they should obtain a decree for a sale of an undivided interest in the C. A. Jessee land set out in said second amended bill, the same will not sell for a sum sufficient to pay the judgment of your orators

and the judgments which are older and superior in point of priority.

Your orators have recently learned that there are other lands upon which their said judgment constitute a lien, Viz:

Your orators allege that in the partition of the real estate of Edward Pennington, deceased, among his heirs, there was assigned to the heirs of Thomas Pennington, deceased, a tract of land lying in Lee county, Virginia, in the Pockett country and on the North Fork and branches tributary, said tract of land containing some eight hundred (800) to one thousand (1000) acres. At the first November rules, 1882 of the said court, Wm. Pennington and John L. Pennington filed therein their bill in chancery, the object of which was to have partition made of the said tract of land so assigned as aforesaid to the heirs of the said Thomas Pennington, in which bill the said Pennington alleges that the said Thomas Pennington died, leaving six children, Sarah, wife of Jas. N. Ely, America, Wife of John P. Graham, _____, wife of Daniel B. Garrison, Amanda, wife of John J. Reasor, Tobias and Martha Pennington; that the said Wm. Pennington purchased from the said Sarah Ely, and her husband, their one-sixth interest in the said land; that he also purchased from the said Martha Pennington her one-sixth interest in the said land, taking her title bond therefor, which he assigned to his co-plaintiff, the said John L. Pennington; that the said Tobias Pennington, son of the said Thomas, had died leaving four children, _____, the wife of John P. Myers, _____, the wife of John Z. Ely, _____, the wife of Lilburn H. Myers and John H. Pennington; that the said Wm. Pennington had purchased the interest of the said John H. Pennington and Lilburn H. Myers and wife, being a one twenty-fourth each. The said bill further alleges that John P. Graham had purchased the share of Thomas Garrison, a son of Daniel B. Garrison and wife, and that he had sold the same together with the interest of himself and wife to George W. Hughes.

The said bill further alleges, that the said Hughes had purchased the interest aforesaid, of John Z. Ely and wife and John P. Myers and wife, in the said land. The said bill further alleges that the said John J. Reasor and wife and an infant heir of Daniel B. Garrison and wife (both of whom were dead at the time of the institution of the suit) still owned their respective interests therein. The said bill further alleges that the said tract of land was susceptible of partition in kind. And the prayer of the said bill was to have a partition of the said land among the parties entitled thereto. Such proceedings were had in the said suit, that the said tract of land was duly partitioned by commissioners appointed by the court in the said cause and the said report was duly confirmed by the court. A certified transcript of the record in said cause is filed herewith, as a part of this bill, marked "Exhibit No. 1" and prayed to be treated as a part hereof.

Referring to the plat accompanying the said transcript and which is a part thereof, it will be observed that in the said partition, there was assigned to John L. Pennington lots No. 3 and 10 as shown on the said plat; there was assigned to Wm. Pennington, lots No. 1, 5 and 7, as shown on the said plat; there was assigned to the said George W. Hughes, lots No. 2 and 8 as shown by the said plat; there was assigned to John J. Reasor and wife (really to his wife) lots No. 4 and 9 as shown by the said plat; and there was assigned to the unknown heir of Daniel Garrison lot No. 6 as shown on the said plat. Now your orators allege that the said lots Nos. 3 and 10 were assigned to the said John L. Pennington by reason of his purchase from his father, Wm. Pennington, of the interest of Martha Pennington in the said land, the said Martha having sold the same to the said Wm. Pennington and executed to him her title bond, and the said Wm. Pennington having assigned the title bond to the said John L. Pennington.

Your orators further allege, that the said John L. Pennington, likewise purchased from D. S. Reasor, who had purchased

the same from John J. Reasor and wife lots Nos. 4 and 9 and paid the full purchase price therefor, and thus became the complete equitable owner of lots Nos. 3, 4, 9 and 10 as shown on the said plat.

After the confirmation of the said partition the said Wm. Pennington, exchanged lot No. 1 to George W. Hughes for the north end of lot No. 2, and at about the same time, the said John L. Pennington, exchanged the said lots Nos. 3, 4, 9 and 10 to his father Wm. Pennington for said part of lot No. 2. And pursuant to the said exchange, the said Wm. Pennington, by deed dated the 27th day of November, 1883, conveyed to the said George W. Hughes, the said lot No. 7 and practically all of lot No. 1, a copy of which deed made from D. B. No 20, p. 391, is herewith filed as a part hereof, marked "Exhibit No. 2" And by deed dated the 28th day of November, 1883, the said George W. Hughes and wife, conveyed to the said John L. Pennington, that part of lot No. 2 in the said partition, lying north and east of a line beginning at a point on the top of Lone Mountain near the letter "B" on said plat, and running thence along the top of the ridge, dividing Sand Lick and Laurel Branch to the intersection of the said ridge with the line "E W" on the said plat, this deed showing on its face that the conveyance was made to the said John L. Pennington by direction of Wm. Pennington; said deed is herewith filed as a part hereof, marked "Exhibit No. 3"

As hereinbefore staed, the said John L. Pennington, had only a title bond from Martha Pennington for her interest in the said land. He possibly also had a title bond from D. S. Reasor for the interest of John J. Reasor and wife in the said land. At any rate, after he exchanged the same to the said Wm. Pennington the said D. S. Reasor and wife and Mary Pennington, by deed dated the 8th day of May, 1884, and recorded in Lee county D. B. No. 21 page 30, conveyed the said lots 9, 10, 3 and 4 as shown by the

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said plat of partition to the said Wm. Pennington. The said deed recites, that all of the said ~~land~~ four lots were assigned in hte said partition, to the said John L. Pennington. This recital in said deed, in so far as lots Nos. 4 and 9 are concerned, is a mistake, since said partition shows that these lots were assigned to John J. Reasor and wife. Your orators allege that the fact about this matter is, the said interest was owned by the said John J. Reasor and wife at the date of the institution of said suit for partition, and after the institution of the said suit, the same was purchased from them by the said D. S. Reasor, and the said D. S. Reasor sold the same to the said J. L. Pennington, but these last mentioned facts do not appear from the record in the said suit, so that at the date of the said deed from Reasor and wife to the said Wm. Pennington, they may have understood and had good reason to understand, that the said lots were actually assigned to John L. Pennington, as he was the owner of them at the time of the assignment. Said last mentioned deed is herewith filed as a part hereof, marked "Exhibit No. 4".

The said John L. Pennington conveyed the said north end of lot No. 2 to John H. Reynolds, by deed dated the ____ day of ____ 18____, and recorded in D. B. No. ____ page____, a copy of which is herewith filed as a part hereof, marked "Exhibit No. 5".

The said Wm. Pennington, by deed dated the ____ day of ____ 18____, and recorded in D. B. ____ page____, conveyed to his son, J. D Pennington, said lots Nos. 3, 4, 5, 9 & 10 of the said partition, a copy of which deed is herewith filed as a part hereof, marked "Exhibit No. 6".

By deed dated the 6th day of February, 1893, and recorded in Lee county D. B. 28 p.388, the said Jas. D. Pennington, conveyed all of the said lots to J. I. McClaskey, Trustee, in trust to secure a sum of money to the Wheelands Foundary and Machine Works, the said lands being described therein as a three hundred and eighty five (385) acre tract, a copy of which ~~and~~ last mentioned

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deed is herewith filed as a part hereof, marked "Exhibit No. 7".

Afterwards, George W. Blankenship was substituted as trustee in the said last mentioned deed, instead of Jas. I. McClaskey; and said Blankenship made sale of the said three hundred and eighty five (385) tract of land under the said deed of trust to W. H. Pennington and conveyed the same to him by deed dated the 6th day of August, 1897, and recorded in Lee county D.B. 34 P. 23 a copy of which deed is herewith filed as a part hereof, marked "Exhibit No. 8".

By deed dated the 16th day of August, 1897, and recorded in Lee county D.B. 34 p. 30, the said W. H. Pennington conveyed a parcel of the said tract of land to Joshua Moore, a copy of which deed is herewith filed as a part hereof, marked "Exhibit No. 9".

By deed dated the 16th day of August, 1897, and recorded in Lee county D. B. 33 p. 383, the said W. H. Pennington conveyed another parcel of the said tract of land to Mary C. Witt. A Copy of which deed is herewith filed as a part hereof, marked "Exhibit #10"

By deed dated the 16th day of March, 1898, and recorded in Lee county D.B. 34 p. 241, the said Mary C. Witt and her husband J. B. Witt, conveyed the last above mentioned parcel to L. S. Carter, a copy of which deed is herewith filed as a part hereof,, marked "Exhibit No. 11"

By deed dated the 28th day of August, 1897, and recorded in Lee county D.B. 34 p. 3 the said W. H. Pennington Conveyed to Jas. R. Reynolds, another parcel of the said tract of land, and a copy of said deed is herewith filed as a part hereof, marked "Exhibit No. 12".

By deed dated the 4th day of Spetamber, 1897, and recorded in Lee county D. B. 34 p. 24, the said W. H. Pennington and John M. Carter and wife Mary A Carter, conveyed to Joshua Moore, another parcel of the said tract of land, and a copy of the said deed is herewith filed as a part hereof, marked "Exhibit No. 13".

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Your orators allege that the said W. H. Pennington first sold the tract of land mentioned in this deed to the said John M. Carter and wife, or one of them, but had made no conveyance to them at the time of their sale to Joshua Moore, so that all of the said parties joined in the conveyance to the said Moore.

By deed dated the 4th day of September, 1897, and recorded in Lee county D.B. 33 p.381, the said W. H. Pennington conveyed another parcel of the said tract of land to Howard Barnett, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 14".

By deed dated the 7th day of September, 1897, and recorded in Lee county D.B. 33 p.592, the said W. H. Pennington conveyed to J. N. Redwine another parcel of the said land, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit N. 15".

By deed dated the 8th day of October, 1897, and recorded in Lee county D.B. 34 p. 50, the said W. H. Pennington and wife conveyed another parcel of the said three hundred and eighty five acre tract of land to Stephen A. Doss and wife, and a copy of this deed is ~~here~~ herewith filed as a part hereof, marked "Exhibit No 16". Your orators allege that the land described in this deed is lot No. 5 which was assigned to Wm. Pennington in the partition hereinbefore mentioned, and that all the other conveyances made by W. H. Pennington, other then the conveyance to the said Doss includes parts of lots Nos. 3, 4, 9 and 10, formerly owned by the said John L. Pennington as aforesaid.

By deed dated the 15th day of November, 1897, and recorded in Lee county D.B. 34 p.6, the said W. H. Pennington and wife conveyed another parcel of the said land to R. L. Stapleton, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 17".

By deed dated the 13th day of November, 1897, and recorded in Lee county D.B. 33. P.565, the said W. H. Pennington and wife

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conveyed to T. G. Johnson another parcel of the said land, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 18".

By deed dated the 21st day of July, 1900, and recorded in Lee county D.B. 36 p. 436, the said W. H. Pennington conveyed another parcel of the said tract of land to T. G. Johnson and a copy of the said deed is herewith filed as a part hereof, marked "Exhibit No. 19".

As a matter of fact, after he had executed the aforesaid deed of trust on the said three hundred and eighty five (385) acre tract of land, the said Jas. D. Pennington sold to J. N. Redwine certain parcels of the said land and conveyed the same to him, as will appear from an inspection of Exhibits No. 20 & 21 which are filed herewith as a part hereof, but these sales were void as to the deed of trust, and after the sale to W. H. Pennington under the deed of trust, the said W. H. Pennington, either resold said lands to said Redwine, or made conveyance of the same to him without consideration, the said W. H. Pennington being the son of the said J. D. Pennington. And the same thing may be true as to some other certain parcels of the said land conveyed by the said W. H. Pennington to others.

By deed dated the 23rd day of January, 1896, and recorded in Lee county D.B. 34 p. 397, the said J. N. Redwine and wife conveyed to their sons, George L. Redwine and Jacob V. Redwine, certain land therein fully described, which include, as your orators understand the matter, a part, at least, of the land conveyed to the said J. N. Redwine by the said W. H. Pennington, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 22".

By deed dated the 18th day of October, 1893, and recorded in Lee county D.B. 32 p. 40, the said J. N. Redwine and wife conveyed to Jas. R. Redwine a part of the said land, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 23".

By deed dated the 22nd day of November, 1894, and recorded in Lee county D.B. 32 p.43 the said J. N. Redwine conveyed to the said J. R. Redwine another small parcel of the said land and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 24".

Your orators are advised that their judgment is a lien on lots Nos. 3, 4, 9 and 10 of the said partition, since the the said John L. Pennington, as hereinbefore set out, was at one time the complete equitable owner of the said lands and has never conveyed the same to any person.

Your orators are further advised that the said north end of lot No. 2, —that part described in the deed from John L. Pennington to the said John H. Reynolds— is likewise subject to the lien of their judgment, as it is clearly shown by the deed from Wm. Pennington to George W. Hughes hereinbefore mentioned and the deed from the said Hughes and wife to J. L. Pennington hereinbefore mentioned; that the said George W. Hughes exchanged this tract of land to the said Wm. Pennington for lots Nos. 2 and 7 by a written agreement; and that the said Wm. Pennington thereby became the complete equitable owner of the said lot and of lot No. 2, and your orators allege that he has never conveyed the same to any person.

Your orators are advised that under the registry laws of the State of Virginia, their said judgment constitute a lien upon the said lots Nos. 3, 4, 9 and 10 and said northern end of lot No. 2, as shown by the said plat of partition.

Your orators allege that the said lands will not, separately or collectively, sell for a sum sufficient to pay your orators' lien and the other liens against the same, in five years.

Your orators allege that there are divers other liens against the said lands, all of which are fully and completely shown by the report of A. M. Goins, Special Commissioner and statement "A" filed therewith, which report was filed in said cause on the 2nd

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of February, 1903, and your orators allege therefore, that there will be no necessity for a freerence of this cause to a commissioner for the ascertainment of liens.

The object therefore of this bill, which is brought for the benefit, not only of your orators, but of all the other judgment lien creditors of J. L. & Wm. Pennington, who will come into and share the cost of the same, is to enforce the liens of the said judgments against the real estate hereinbefore fully set out.

The prayer, therefore, of your orators is, that the said J. L. Pennington, Wm. Pennington, John H. Reynolds, Jas. R. Reynolds, J. N. Redwine, J. R. Redwine, Geo. L. Redwine, Jacob V. Redwine, Joshua Moore, T. G. Johnson, L. R. Stapleton, Howard Barnett and L. S. Carter be made parties defendant to this bill and be required to answer its several allegations, but they need not do so under oath, that being expressly waived; that upon a hearing of the cause a decree be rendered, appointing a commissioner to make sale of the said lands to satisfy the liens against the same, and that full general relief be granted.

May Subpoena issue etc.

*L. J. Hyatt } p. g.
R. T. Irvine }*

West & Stewart Adams &c.
vs. { Bill

J. L. Pennington, et al.

Filed May 3rd 1904

1904 1st May ruled Amended Bill filed Sp. executed & Decree nisi.

2nd May ruled Decree nisi confirmed & cause set for hearing

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To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

Humbly complaining, your orators W. P. M. Stuart, and S. P. West, Administrators of the estate of Joseph Ely, deceased, respectfully represents, that at the first May rules, 1904 of the said court, they exhibited therein their third amended bill in chancery against J. L. Pennington, Wm. Pennington, John H. Reynolds, James R. Reynolds, J. N. Redwine, J. R. Redwine, Geo. L. Redwine, Jacob V. Redwine, Joshua Moore, T. G. Johnson, L. R. Stapleton, Howard Barnett, and L. S. Carter, and therein set forth, that theretofore, to-wit at the second February Rules, 1896 of said court the said Joseph Ely filed therein his original bill against J. L. and Wm. Pennington the object of which was to enforce the lien of a judgment in favor of said Joseph Ely for the sum of \$134.00 with interest and costs against the real estate then owned by the said J. L. and Wm. Pennington; that afterwards, to-wit at the ____ rules 19____, of a said court, they filed therein an amended bill the object of which was to enforce the lien of the said judgment a 412 acre tract of land, called the Wm. A. Parsons tract; that afterwards, at the ____ rules 1903, of the said court, they filed therein their second amended bill the object of which was to enforce the lien of the said judgment against an undivided interest in the C. A. Jessee land, and in their said third amended bill they asked that each of the said amended bills be taken and treated as a part of the said third amended bill as fully as if they had each been set out at length therein, and that all the exhibits, decrees, commission ~~er~~'s reports, depositions and other papers connected with the said suit likewise be taken and treated as a part of the third amended bill the same as if fully set out therein.

They further set forth in their said third amended bill that the said 412 acre tract of land had been sold, and that the whole of the proceeds of said sale would be insufficient to pay

the liens older and superior to the lien of your orators against the said J. L. and Wm. Pennington.

They further in their said third amended bill that in case they should obtain a decree for the sale of the undivided interest in the C. E. Jessee land set out in the second amended bill the same would not sell for a sum sufficient to pay the their said judgment and the judgment which were older and superior in point of priority.

They further set forth in said third amended bill that the had recently learned that there are other lands upon which their said judgments constituted a lien, viz.;

" Your orators ~~allege that in the~~ partition of the real estate of Edward Pennington, deceased, among his heirs, there was assigned to the heirs of Thomas Pennington, deceased, a tract of land lying in Lee County, Virginia, in the Pockett country, and on the North Fork and branches tributary, said tract of land containing some eight hundred (800) to one thousand, (1000) acres. At the first November rules, 1882 of the said court, Wm. Pennington and John L. Pennington filed therein their bill in chancery, the object of which was to have partition made of the said tract of land so assigned as aforesaid, to the heirs of the said Thomas Pennington, in which bill the said Pennington alleges that the said Thomas Pennington died, leaving six children, Sarah, wife of Jas. N. Ely, America, wife of John P. Graham, _____, wife of Daniel B. Garrison, Amanda, wife of John J. Reasor, Tobias and Martha Pennington; that the said Wm. Pennington purchased from the said Sarah Ely, and her husband, their one-sixth interest in the said land; that he also purchased from the said Martha Pennington her one-sixth interest in the said land, taking her title bond therefor, which he assigned to his co-plaintiff, the said John L. Pennington; that the said Tobias Pennington, son of the said Thomas, had died leaving four children, _____ the wife of John P. Myers, _____, the wife of John Z. Ely, _____, the wife of Lilburn H. Myers and John H. Pennington; that the said Wm. Pennington had purchased the

interest of the said John H. Pennington and Lilburn H. Myers and wife, being a one twenty-fourth each. The said bill further alleges that John P. Graham had purchased the share of Thomas Garrison, a son of Daniel B. Garrison and wife, and that he had sold the same together with the interest of himself and wife to George W. Hughes.

The said bill further alleges, that the said Hughes had purchased the interest aforesaid, of John Z. Ely and wife and John P. Myers and wife, in the said land. The said bill further alleges that the said John J. Reasor and wife, and an infant heir of Daniel B. Garrison and wife, (both of whom at the time of the institution of the suit) still owned their respective interests therein. The said bill further alleges that the said tract of land was susceptible to partition in kind. And the prayer of the said bill was to have a partition of the said land among the parties entitled thereto. Such proceedings were had in the said suit, that the said tract of land was duly partitioned by commissioners appointed by the court in the said cause and the said report was duly confirmed by the court. A certified transcript of the record in said cause is filed herewith, as a part of this bill, marked, "Exhibit No. 1" and prayed to be treated as a part hereof.

Referring to the plat accompanying the said transcript and which is a part thereof, it will be observed that in the said partition, there was assigned to John L. Pennington lots, No. 3 and 10 as shown on the said plat; there was assigned to Wm. Pennington lots No. 1, 5 and 7/ as shown on the said plat; there was assigned to the said George W. Hughes, lots, No. 2 and 8 as shown by the said plat; there was assigned to John J. Reasor and wife, (really to his wife) lots No. 4 and 9 as shown by the said plat; and there was assigned to the unknown heir of Daniel Garrison lot. No. 6 as shown on said plat. Now your orators allege that the said lots Nos. 3 and 10 were assigned to the said John L. Pennington by reason of his purchase from his father/ Wm. Pennington, of the interest of Martha Pennington in the said land, the said Martha having

sold the same to the said Wm. Pennington and executed to him her title bond, and the said Wm. Pennington having assigned the title bond to the said John L. Pennington.

Your orators further allege, that the said John L. Pennington, likewise purchased from D. S. Reasor, who had purchased the same from John J. Reasor and wife lots Nos. 4 and 9 and paid the full purchase price therefor, and thus became the complete equitable owner of lots Nos. 3, 4, 9 and 10 as shown on the said plat.

After the confirmation of the said partition the said Wm. Pennington, exchanged lot. No. 1 to George W. Hughes for the north end of lot No. 2, and at about the same time, the said John L. Pennington, exchanged the said lots. Nos. 3, 4, 9 and 10 to his father Wm. Pennington for said part of lot No. 2. And pursuant to the said exchange, the said Wm. Pennington, by deed dated the 27th day of November, 1883, conveyed to the said George W. Hughes the said lot No. 7 and practically all of lot. No. 1, a copy of which deed made from D. B. No. 20 p. 391, is herewith filed as a part hereof marked "Exhibit No. 2" And by a deed dated the 28th day of November, 1883 the said George W. Hughes and wife, conveyed to the said John L. Pennington, that part of lot. No. 2 in the said partition, lying north and east of a line beginning at a point on the top of Lone Mountain near the letter "B" on said plat, and running thence along the top of the ridge, dividing Sand Lick and Laurel Branch to the intersection of the said ridge with the line "E W" on the said plat, this deed showing on its face that the conveyance was made to the said John L. Pennington by direction of Wm. Pennington; said deed is herewith filed as a part hereof, marked "Exhibit No. 3"

As hereinbefore stated, the said John L. Pennington, had only a title bond from Martha Pennington for her interest in the said land. He possibly also had a title bond from D. S. Reasor for the interest of John J. Reasor and wife in the said land. At any rate, after he exchanged the same to the said Wm. Pennington the said D. S. Reasor and wife and Mary Pennington, by deed dated the 8th

day of May, 1884, and recorded in Lee County D. B. No. 21 page 30, conveyed the said lots 9,10,3 and 4 as shown by the said plat of partition to the said Wm. Pennington. The said deed recites, that all of the said four lots were assigned in hte said ;partition, to the said John L. Pennington. This recital in said deed, in so far as lots Nos. 4 and 9 are concerned, is a mistake, since said partition shows that these lots were assigned to John J. Reasor and wife. Your orators allege that the facts about this matter is, the said interest was owned by the said John J. Reasor and wife at the date of the institution of said suit for partition, and after the institution of the said suit, the same was purchased from them by the said D. S. Reasor, and the said D. S. Reasor sold the same to the said J. L. Pennington, but these last mentioned facts do not appear from the record in the said suit, so that at the date of the said deed from Reasor and wife to the said Wm. Pennington, they may have understood and had good reason to understand, that the said lots were actually assigned to John L. Pennington, as he was the owner of them at the time of the assignement. Said last mentioned deed is herewith filed as a part hereof, marked "Exhibit No. 4".

The said John L. Pennington conveyed the said north end of lot. No. 2 to John H. Reynolds, by deed dated the _____ day of _____ 18____, and recorded in D. B. No. _____ page _____, a copy of which is herewith filed as a part hereof, marked "Exhibit No. 5".

The said Wm. Pennington, by deed dated the _____ day of _____ 18____, and recorded in D. B. _____ page _____, conveyed to his son J. D. Pennington, said lots Nos. 3,4,5,9, & 10 of the said partition, a copy of which deed is herewith filed as a part hereof, marked "Exhibit No.6"

By deed dated the 6th day of February, 1893, and recorded in Lee County D. B. 28 p. 398, the said Jas. D. Pennington, conveyed all of the said lots to J. I. McClaskey, Trustee, in trust, to secure a sum of money to the Wheelands Foundary and Machine Works,

the said lands being described therein as a three hundred and eighty five (385) acre tract, a copy of which last mentioned deed is herewith filed as a part hereof, marked "Exhibit No. 7".

Afterwards, George W. Blankinship was substituted as trustee in the said last mentioned deed, instead of Jas. I. McVlaskey; and said Blankinship made sale of the said three hundred and eighty five (385) tract of land under the said deed of trust to W. H. Pennington and conveyed the same to him by deed dated the 6th day of August, 1897, and recorded in Lee County D. B. 34 p. 23a copy of which deed is herewith filed as a part hereof, marked "Exhibit No. 8".

By deed dated the 16th day of August, 1897, and recorded in Lee County D. B. 34 p. 30, the said W. H. Pennington conveyed a parcel of the said tract of land to Joshua Moore, a copy of which deed is herewith filed as a part hereof, marked "Exhibit No. 9".

By deed dated the 16th day of August, 1897, and recorded in Lee County D. B. 33 p. 383, the said W. H. Pennington conveyed another parcel of the said tract of land to Mary C. Witt. A copy of which deed is herewith filed as a part here of, marked "Exhibit #10. "

By deed dated the 16th day of March, 1898, and recorded in Lee County, D. B. 34 p. 241, the said Mary C. Witt and her husband J. E. Witt, conveyed the last above mentioned parcel to L. S. Carter, a copy of which deed is herewith filed as a part hereof, marked "Exhibit No. 11"

By deed dated the 28th day of August, 1897, and recorded in Lee County, D. B. 34 p. 3 the said W. H. Pennington conveyed to Jas. R. Reynolds, another parcel of the said tract of land, and a copy of said deed is herewith filed as a part hereof, marked "Exhibit No. 12".

By deed dated the 4th day of September, 1897, and recorded in Lee County D. B. 34 p. 24, the said W. H. Pennington and John M. Carter and wife Mary A. Carter, conveyed to Joshua Moore,

another parcel of the said tract of land, and a copy of the said deed is herewith filed as a part hereof, marked "Exhibit No. 13". Your orators allege that the said W. H. Pennington first sold the tract of land mentioned in this deed to the said John M. Carter and wife, or one of them, but had no conveyance to them at the time of their sale to Joshua Moore, so that all of the said parties joined in the conveyance to the said Moore.

By deed dated the 4th day of September, 1897, and recorded in Lee County, D. B. 33, p. 381, the said W. H. Pennington conveyed another parcel of the said tract of land to Howard Barnett, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 14".

By deed dated the 7th day of September, 1897, and recorded in Lee County, D. B. 33, p. 592, the said W. H. Pennington conveyed to J. N. Redwine another parcel of the said land, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit N. 15".

By deed dated the 8th day of October, 1897, and recorded in Lee County, D. B. 34 p. 50, the said W. H. Pennington and wife conveyed another parcel of the said three hundred and eighty five acre tract of land to Stephen A. Doss and wife, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 16". Your orators allege that the land described in this deed is lot. No. 5, which was assigned to Wm. Pennington in the partition hereinbefore mentioned, and that all the other conveyances made by W. H. Pennington, other than the conveyance to the said Doss includes parts of lots Nos. 3, 4, 9, and 10, formerly owned by the said John L. Pennington as aforesaid.

By deed dated the 15th day of November, 1897, and recorded in Lee County D. B. 34 p. 6, the said W. H. Pennington and wife conveyed another parcel of the said land to R. L. Stapleton, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 17".

By By deed dated the 13th day of November, 1897, and recorded in Lee County D. B. 33 p.565, the said W. H. Pennington and wife conveyed to T. G. Johnson another parcel of the said land, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 18".

By deed dated the 21st day of July, 1900, and recorded in Lee County D. B. 36 p. 436, the said W. H. Pennington conveyed another parcel of the said tract of land to T. G. Johnson and a copy of the said deed is herewith filed as a part hereof, marked "Exhibit No. 19".

As a matter of fact, after he had executed the aforesaid deed of trust on the said three hundred and eighty five (385) acre tract of land, the said Jas. D. Pennington sold to J. N. Redwine certain parcels of the said land and conveyed the same to him, as will appear from a n inspection of Exhibit No. 20 & 21 which are filed herewith as a part hereof, but these sales were void as to the deed and after the sale to W. H. Pennington under the deed of trust, of trust, the said W. H. Pennington, either resold said land to said Redwine, or made conveyance of the same to him without consideration, the said W. H. Pennington being the son of the said J. D. Pennington. And the same thing may be true as to some other certain parcels of the said land conveyed by the said W. H. Pennington to others.

By deed dated the 23rd day of January, 1896, and recorded in Lee County, D. B. 34, p. 397, the said J. N. Redwine and wife conveyed to their sons, George L. Redwine and Jacob V. Redwine, certain land therein fully described, which includes, as your orators understand the matter, a part, at least, of the land conveyed to the said J. N. Redwine by the said W. H. Pennington, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 22".

By deed dated the 18th day of October, 1893, and recorded in Lee County D. B. 32 p. 40, the said J. N. Redwine and wife conveyed to Jas. R. Redwine a part of the said land, and a copy of this deed is herewith filed as a part hereof marked "Exhinit No. 23".

By deed dated the 22nd day of November, 1894, and recorded in Lee County, D. B. 32 p. 43 the said J. N. Redwine conveyed to the said J. R. Redwine another small parcel of the said land and a copy of this deed is herewith filed as a part hereof, marked "Exhibit NO. 24".

Your orators further allege in the said third amended bill that their said judgment was a lien on lots. 3, 4 9 and 10 of said partition, since the said John L. Pennington as thereinbefore set out was at one time the complete equitable owner of said land, and had never conveyed the same to any person.

Your orators further set out in third amended bill that the saith north end of said lot. No. 2-- that part described in the said deed from the said John L. Pennington to the said John H. Reynolds,-- was likewise subject to the lien of their said judgment, as it is clearly shown by the deed from Wm. Pennington to George W. Hughes therein before mentioned, and the ~~deed~~ from the said Hughes and wife to J. L. Pennington thereinbefore mentioned, that the said George W. Hughes exchanged this tract of land to the said Wm. Pennington for lots. Nos. 2 & 7 by a written agreement, and that the said Wm. Pennington thereby became the complete equitable owner of the said north end of said lot. No. 2, and had never conveyed the same to any person.

Yours orators further set forth in the said third amended bill that they were advised that under the register laws of the State of Virginia, their said judgment constituted a lien upon the said lots Nos. 3, 4, 9, & 10 and said northern of lot. No. 2 as shown by the plat of partition.

Your orators further set forth in the third amended bill that the said land were not separately or collectively rentl for a sum sufficient to pay their said judgment and the other liens against the same in five years.

Your orators further set forth in said third amended bill that there were divers other liens aga nst the said lands all of

which are fully and completely shown by the report of A. M. Goins, Special Commissioner, and statement "A" filed therewith, which report was filed in said cause on the 2nd day of February, 1903, and that there was no necesssity for a reference ~~of the~~ cause to a commissioner with reference to the liens. The object of the said third amended bill, which was brought for the benefit of not only for your orators, but for all the other judgment lien creditors of J. L. and Wm. Pennington, who would come into and share the cost of the same, was to enforce the lien of the said judgment against the real estate therein fully set out.

At the first July rules 1904 of the said court, the defendants filed their joint demurrer and answer to the plaintiff's bill in which they admitted the partition of the Thomas Pennington heirs tract of land on the Sand Lick Branch, and that "m. Pennington and John L. Pennington filed a bill for the purpose of partitioning the same, but denied that at time the said Wm. Pennington had purchased from Martha Pennington her one-sixth interest in said land, and denying also that he took her title bond for the same, and that if he did take it the same was assigned to his co-plaintiff John L. Pennington.

The said answer also set forth, that the defendant knew nothing of the exchanges of land between Geo. W. Hughes and Wm. Pennington and between John L. Pennington and Wm. Pennington, and claimed to be innocent purchasers of land owned by them without any knowledge of the equitable title of John L. and Wm. Pennington in the same.

And issue having been joined upon said bill and answer and the ~~proofs~~ produced ~~and read~~ a decree was rendered in the said cause on the 19th day of December, 1905/ whereby, the said bill was dismissed with cost.

Now your orators allege that since the rendition of the said decree ~~of~~ the 19th day of December, 1905, the original agreement in writing, referred to in the said third amended bill, and in the deed from ~~Wm.~~ Pennington and wife to George W. Hughes, which is

filed ^{as} ~~with~~ exhibit No.23 with said bill, which was not in evidence in the cause at the date of the hearing of the same and the rendition of the said decree, has been found, and is herewith exhibited. The said agreement in writing was found some time during the month of July or August, 1906, by Robt. L. Pennington, Administrator of H. J. Morgan, deceased, among the papers of said Morgan and soon after it was found by him, the same was brought to the attention of the counsel for your orators.

Your orators allege, that their attorney made diligent search for this paper in the clerk's offices of Lee County, and by inquiry among the attorneys practicing at the bar at different times, between the date of the filing of the said thrid amended bill ~~and~~ the date of the decree of December, 19th, 1905, but was never able to find the same. The said Henry J. Morgan was engaged in the active practice of law in the years 1883-3, and was the attorney of record for George W. Hughes in the suit for partition of the said Sand Lick tract of land, and doubtless the said agreement in writing accidentally got out of the file of papers to which it belonged in his office at that time. The said agreement in writingg is not cumulative evidence, and your orators are advised that the said agreement furnishes such evidence as that if it had been in evidence at the date of the hearing of the said cause, the said bill would not have been dismissed, but their said judgment would have been decreed to be a lien upon the said land sought to be subjected thereby.

In consideration whereof, your orators pray that the said decree of December 19th, 1905, may be reviewed and set a side and that they may be allowed to intruduce the said agreement in writinnng as eveid ence in the cause, and that they may have relief against the said decree; that in lieu thereof, the court decree, that their judgment and the other judgments mentioned in thrid amended bill be decreed to be a lien upon the two parcels of land assigned to John L. Pennington in said partition by reason of his purchase from

Martha Pennington and also upon the northern end of said lot No. 2, which was conveyed by the said Hughes to John L. Pennington, and that such, other, further and general relief as in the premises may be just and right may be granted. And your orators will ever pray &c.

R. P. Irvine & L. T. Hyatt p. q.

Virginia, Lee County, to-wit:

I, H. C. T. Ewing, Clerk of the Circuit Court for Lee County Virginia, do hereby certify that L. T. Hyatt, has this day made oath before me that the statments contained in the foregoing bill are true, as he varily believes.

Given under my hand this the 12th day of December, 1906.

H. C. T. Ewing, Clerk.

West & Stewart, Adverses.

vs { In Chancery
Bill of Review.

J. L. Pennington et al

Filed in open court & by
leave thereof Dec. 12th 1906.

A. C. P. Ewing

Clerk.

To the Honorable H. A. W. Skeen, Judge of the Circuit Court of Lee County, Virginia:

The joint and separate demurrers and answers of John H. Reynolds, James R. Reynolds, J. N. Redwine, J. R. Redwine, Geo. L. Redwine, Jacob V. Redwine, Joshua Moore, T. G. Johnson, L. R. Stapleton, Howard Barnett and L. S. Carter, to an amended bill, filed in your Honor's Court, against them and others in the Chancery cause pending therein of W. M. P. Stewart and S. P. West, Administrators of the estate of Joseph Ely, deceased, vs. J. L. Pennington, et al.

These respondents say that said bill is not sufficient in law to require them to answer, and they demur thereto.

Not waiving said demurrers but relying and insisting thereon for answer to said bill, or so much thereof as they are advised that it is material for them to answer, answering they say:

These respondents suppose that it is true, that at the second February Rules, 1896, of said court, the said Joseph Ely filed therein his original bill against J. L. Pennington and Wm. Pennington. The object of which was, to enforce the lien of a judgment in favor of said Joseph Ely for the sum of \$134.00, with interest and cost, against the real estate then owned by the said J. L. and Wm. Pennington; and that afterwards, to-wit, at the -- Rules, 19__ of said court, the said plaintiffs files therein an amended bill, the object of which was to enforce the lien of said judgment against the 412 acre tract of land, called the Wm. A. Parson's tract; and that afterwards, to-wit, at the _____ Rules, 1903 of said court, the said plaintiffs filed therein a second amended bill, the object of which was to enforce the lien of said judgment against an undivided interest in the C.A. Jessee land. They suppose that it is also true that the said 412 acre tract of land has been sold, but they are not advised as to whether the whole of the proceeds of the said sale will be insufficient to pay the liens older and superior to the lien of the said plaintiff

1 against the said J. L. and Wm. Pennington; neither are they ad-
 2 vised as to whether the undivided interest in the C.A. Jessee
 3 land, if sold, that the purchase money arising from said sale
 4 will ^{be} insufficient to pay the judgment of said plaintiff, and
 5 the judgments older and superior in point of priority.

6 It is true that in the partition of the real estate of
 7 Edward Pennington, deceased, among his heirs, there was assigned
 8 to the heirs of Thomas Pennington, deceased, a tract of land
 9 lying in Lee County, Virginia, in the Pocket Country, and on
 10 the North Fork and branches tributary, and said tract of land
 11 containing from 800 to 1000 acres. They suppose that it is
 12 further true, at the First November Rules, 1882, of the said
 13 court, that Wm. Pennington and J. L. Pennington, filed therein
 14 their bill in Chancery, the object of which was to have parti-
 15 tion made of the said tract of land so assigned as aforesaid
 16 to the heirs of said Thomas Pennington, in which said bill, they
 17 suppose that it was alleged that the said Thomas Pennington
 18 died leaving six children, Sarah, wife of Joseph N. Ely, America,
 19 wife of John E. Graham, _____, the wife of Daniel
 20 B. Garrison, Amanda, the wife of John Z. Reason, Tobias and
 21 Martha Pennington. It is further true that the said Wm. Pen-
 22 nington purchased from the said Sarah Ely, and her husband, their
 23 one-sixth interest in said land, for which said interest the said
 24 Sarah Ely, and her husband, Joseph N. Ely, executed their deed
 25 of conveyance, which said deed was duly admitted to record in
 26 the Clerk's Office of the County Court for Lee County, Virginia,
 27 in deed book _____, page _____, but these respondents deny
 28 that the said Wm. Pennington, at the time of the filing of said
 29 bill for partition in the Chancery Cause of Wm. Pennington, et al,
 30 against Geo. W. Hughs, et al, had purchased from the said
 31 Martha Pennington her one-sixth in said land, taking her title
 32 bond therefor, and further deny that said title bond, if so taken,
 33 was assigned to his co-plaintiff, the said John L. Pennington.
 34 On the other hand, however, these respondents allege that the
 35 said Wm. Pennington purchased the one-sixth interest from Martha
 36 Pennington in said land on the 8th day of May, 1884, paying

1 her therefor \$100.00, and taking from her, her deed of conveyance.
 2 All of which will more fully and clearly appear by examination
 3 of "Ehibit #4", filed with said palintiff's bill of complaint.

4 These respondents suppose that it is true that said
 5 Tobias Pennington, son of the said Thomas Pennington, had died
 6 leaving four children, _____, the wife of John P.
 7 Myers, Mary, the wife of John Z. Ely, Sarah the wife of Lilburn
 8 Myers and John H. Pennington. And that the said Wm. Pennington
 9 had purchased the interestsof the said John H. Pennington and
 10 Lilburn Myers and wife, being a one-thwentyfourtth part each of
 11 the said tract of land; and they further suppose it to be true,
 12 that the said bill for partition further alleges that John P.
 13 Graham had purchased the share of Thomas Garrison, a son of
 14 Daniel B. Garrison and wife, and that he had sold the same, to-
 15 gether with the interest of himself and wife to Geo. W. Hughs;
 16 they also suppose that said bill further alleges that the said
 17 Hughs had purchased the interest aforesaid from the said John Z.
 18 Ely and wife, and John P. Myers and wife in said land; they sup-
 19 pose also that the said bill further alleges, that the said
 20 John J. Reasor and wife/ and an infant heir of Daniel B. Garrison
 21 still owns their respective interest therein, and that said bill
 22 alleges that said tract of land ^{is} susceptible of partition in
 23 kind.

24 They suppose that it is futher true, that the said
 25 land was partitioned in accordance to the prayer of the bill by
 26 the commissioner appointed by the court in said cause, and that
 27 said report was duly confirmed by the court. But these respon-
 28 dents are advised and here allege that Martha Pennington, one of
 29 the heirs of Thomas Pennington, and who was therefore entitled
 30 to a one-sixth interest in said land was not made a party to
 31 said partition proceedings, and as to her the said partition
 32 was null and void.

33 These respondents suppose that it is true that in the
 34 partition of said land there was assigned to John L. Pennington,
 35 lots Nos. 3 and 10, as shown on the plat of the said partition,
 36 and that there was assigned to the said Wm. Pennington lots Nos.

1 I, 5 and 7, as shown on the plat of said partition, and that
 2 there was assigned to Geo. W. Hughs lots nos. 2 and 8, and to
 3 John J. Reasor and wife, Amanda, lots nos. 4 and 9, and to the
 4 unknown heir of Daniel Garrison lot no. 6. These respondents,
 5 however, are ~~not~~ informed, and so allege, that the said John
 6 L. Pennington took no title or equity in and to said lots nos.
 7 3 and 10 by said partition, first, because, as they are informed
 8 there was no title bond executed by Martha Pennington to Wm.
 9 Pennington and assigned by the said Wm. Pennington to the said
 10 John L. Pennington. Second, because, the said Martha Pennington
 11 was not, as hereinbefore stated, a party to said partition.
 12 Third, because said Martha Pennington at the time the said
 13 title bond is said to have been executed was ~~an~~ infant under
 14 the age of twenty-one years. These respondents like-wise deny
 15 that the said John L. Pennington purchased from the said
 16 D. S. Reasor lots nos. 4 and 9 in said partition. It is true,
 17 however, that D. S. Reasor purchased said lots nos. 4 & 9 from
 18 the said John J. Reasor and wife, taking from them their deed
 19 of conveyance for same, which said deed was duly recorded in
 20 the Clerk's Office of Lee County Court, in deed book _____,
 21 page _____, and that D. S. Reasor and wife afterwards sold and
 22 conveyed to the said Wm. Pennington said lots Nos. 4 & 9, for
 23 which said deed was made and executed on the 8th day of May,
 24 1884, as will be seen by examination of exhibit "No 4" filed in
 25 this cause with the said plaintiff's bill. These respondents
 26 know nothing of Wm. Pennington having exchanged Lot No. 1 to
 27 Geo. W. Hughs for the north end of lot No. 2, or of John L.
 28 Pennington having exchanged lots Nos. 3, 4, 9, & 10 to his father
 29 Wm. Pennington for said part of lot No. 2, and they are advised
 30 that it is immaterial whether or not any such ^{ex}changes were made
 31 as the records in the office of the County Court of Lee County
 32 show that Wm. Pennington had the legal title to lots Nos. 3, 4, 9
 33 and 10, and that the legal title to the said part of lot No.
 34 2 was conveyed to the said John L. Pennington by the said Geo.
 35 W. Hughs by deed of conveyance, and that these respondents were

were innocent purchasers of the said land without any knowledge of any equity in or claim by the said John L. Pennington and Wm. Pennington. These respondents further deny that the said John L. Pennington had any title bond or other writing from D. S. Reasor for the interest of John J. Reasor and wife in said land. These respondents admit that the several conveyances mentioned in said bill of complaint beginning on page 5, on line 19 and continuing on pages 6, 7, 8, and to line 5 on page 9 are practically correctly set out.

These respondents, however, deny that said judgments against the said John L. Pennington, or either of them, constitute a lien on said lots Nos. 3, 4, 9, and 10. First, because the said John L. Pennington never had any title legal or equitable to said tract of land, and, secondly, because, these respondents were purchasers without notice of any such title, either legal or equitable of said John L. Pennington as claimed by the said plaintiff in said bill of complaint.

These respondents also deny that the said north end of lot No. 2, that part described in the deed of John L. Pennington to the said J. H. Reynolds is subject to the lien of the said plaintiff, the said Geo. W. Hughs having conveyed said interest in said land by deed to John L. Pennington, who in turn by deed conveyed the same to the said John H. Reynolds, which said last mentioned deed was duly admitted to record in the Clerk's Office of the County Court for Lee County, in deed book _____, page _____ long before the plaintiff's judgment was obtained against the said John L. Pennington and Wm. Pennington, a certified copy of said deed is herewith filed as a part hereof marked "Reynolds"; and that the said John H. Reynolds, and his assigns, purchased said land without any knowledge of, or means of ascertaining any equity that said Wm. Pennington might have had therein. These respondents will now show unto your honor, that while they are the owners of said lots Nos. 3, 4, 9, and 10 and part of said lot No. 2/ yet they are unable to ascertain or know just what part of each of said lots these respondents own.

These respondents will now show unto your honor that they are innocent purchasers without notice of any liens or encumbrances on the land mentioned in said bill of complaint as being owned by them, and they deny that the judgments in the bill mentioned, or any of the judgments referred to in plaintiff's bill are valid subsisting liens upon the land owned by them, or either of them, or any part thereof.

And now having fully answer the plaintiff's bill of complaint, and herenow denying each and every allegation of said bill which is not here in specifically denied or admitted, they pray to be hence dismissed with their reasonable cost in this behalf expended. And they will ever pray &c.

Or & Nell. p.d.

This answer is excepted to because it sets up no defense to the plaintiffs' bill.

John A Reynolds et
-alt-

vs Susmer.

West & Stewart Shurt.

Filed 1st July Rules 1904

H. C. T. Ewing, Clerk

West & Stewart, Admors Plaintiffs
vs { Deerce } J. E. Parsons, Bradick
J. L. Pennington et al. Defendants

This cause came on this day to be heard on the papers formerly read, and the report of Geo. P. Chidlin, Special Commissioner, filed herein on Feb. 25, 1907, and was argued by counsel. On consideration whereof, and there being no exceptions to said report, it is adjudged, ordered and decreed that said report be confirmed; and that said Commissioner disburse to the parties entitled the sum of \$656¹¹ shown by said report to be in his hands, he having collected the first deferred purchase money note or bond, with the interest thereon, and report his action to the next term of the court. And the cause is continued.

West & Stewart, Advers.

vs { In Chancery

J. L. Pennington et al

J. E. Parsons Pruch

Entered in C.C.K.

#8, page 265

Enter this decree

July 25, 1904.

H. A. S. S. S.

West & Stewart, Admors. &c Plaintiff
vs. { In Chancery. { Sand Lick Branch }
J. L. Pennington et al Defendants

The court having maturely considered the bill of review filed heretofore in this cause as shown by the decree entered on Dec. 19th 1906 and the demurrer thereto, is of opinion that said bill is insufficient, and it is therefore adjudged, ordered and decreed that the demurrer thereto be sustained and that said bill of review be dismissed.

West & Stewart Admrs

vs { In Chy.

J. L. Pennington et al

Sand Lick Branch

Entered in C.B.

#8, page 264 re-

Decree dismissing
Bill of Review.

Eater

H. C. W. Stum

Feb. 20th 1904.

West & Stewart, Advers. re Plaintiff
vs. { Sand Lick Branch } In Chy.
J. L. Remington et al. Defendant.

This cause came on this day to be heard upon the papers formerly read in the cause, and the agreements and depositions filed and was argued by counsel. An ~~consideration~~ ^{consideration} whereof the court is of opinion that the lands in controversy are not subject to the lien of the judgments sought to be enforced by the bill filed on the 3^d day of May 1904; and it is therefore adjudged ordered and decreed that said bill be dismissed, and that the defendants in the ^{said} amended bill filed May 3^d 1904, recover against the plaintiffs in said bill their costs in that behalf expended.

West & Stewart, Admrs.
vs. J. du Chy.

J. L. Pennington et al.

Sand Lick Branch

Decease final.

Entered in C.B.

No. 8, page - 113

Enter this decree

~~7th~~ Dec 19th 1905 -

It is as shown

West & Stewart, Admors. re Plffs.

vs. { In Chancery
J. L. Pennington et al. Defts.

On a former day of this term, to-wit, on the 12th day of December, 1906, the plaintiffs tendered and asked leave of the court to file their bill of review to a decree rendered in said cause on the 19th day of December, 1905, which leave was granted, and said bill was accordingly filed. Now comes the defendants, John H. Reynolds, James R. Reynolds, J. N. Redwine, J. R. Redwine, Geo. L. Redwine, Jacob V. Redwine, Joshua Moore, T. G. Johnson, L. R. Stapleton, Howard Barnett and L. S. Carter by, J. C. Noll, their attorney, and file their demurrer to said bill of review. And the cause enter their appearance to said bill, and waive the issuance and service of process thereon, and file their demurrer to the same. Thereupon the cause came on to be heard upon said bill of review and the demurrer thereto, and was argued by counsel. And the court not being advised, takes time to consider to of its judgment until the next term, and the cause is continued.

48-
40
\$18.00

~~East~~

Hawson

12-19-1902

Entered in

C. O. B. # 8, pages

246

West & Stewart, Admrs. &c.,

Plaintiffs.

vs. (In Chancery.)

J. L. Pennington, et al.,

Defendants.

This cause came on again this day to be heard upon the papers formerly read in the cause, and the report of L. T. Hyatt, Special Commissioner, this day filed, showing the full collection by him of the purchase price of the 412 acre tract of land sold by him to W.B. Emmert under the proceedings of this cause, and was argued by counsel. On consideration whereof, and it appearing that no exceptions have been taken or filed to the said report, it is ordered that the same be confirmed, and that the said Commissioner disburse to the persons entitled thereto such of said purchase money as he has not heretofore disbursed, and report the same to the next term of this court.

It is further adjudged, ordered and decreed that L. T. Hyatt, who is hereby appointed a Special Commissioner for the purpose, do execute and deliver to the said W. B. Emmert a good and sufficient deed, with special warranty, conveying the said 412 acre tract of land to him in fee simple, and in doing so he will give the metes and bounds of the said land according to the survey of the same by W. E. Thompson in Aug. 1903, and report his action to court forthwith.

And this cause came on further to be heard upon the papers formerly read and the report of L. T. Hyatt, Special Commissioner, this day filed, showing the execution of a deed to W. B. Emmert as required by this decree, and was argued by counsel. On consideration whereof, and there being no exceptions to the said report, or deed, it is further adjudged, ordered and decreed that they each be and they are each hereby confirmed, and it is further ordered that the said W. B. Emmert pay to the said Commissioner the sum of ~~Ten~~ ^{Seven} Dollars for his services in making the said deed, for which execution may issue upon application to the clerk of this court.

This cause came on this day to be further heard upon the second amended bill of the plaintiffs making J. E. Parsons a party to this suit and asking for a sale of a certain tract of land claimed by him,

the answer of the said J. E. Parsons to the said bill, general replication to the said answer by the plaintiffs, and the depositions of witnesses upon the issue joined, and was argued by counsel. On consideration whereof, the court is of opinion that the evidence in said cause clearly establishes the fact that the said Johnson Jessee was of full age at the time he conveyed his interest in the C. A. Jessee lands to the said J. L. Pennington, and it is therefore adjudged, ordered and decreed by the court that the judgments herein sought to be collected are liens upon the lands so conveyed, and that

~~the plaintiffs recover from the defendant, J. E. Parsons, the costs of this litigation and the costs of the prosecution of their said second amended bill.~~ *of this litigation has just paid out of the sale of the land when it is sold* But it being suggested to the court that there are

probably other judgments against the said J. L. Pennington which have not been heretofore reported and which are probably liens upon the said land sold by the said Johnson Jessee to the said J. L. Pennington, and also that certain of the judgments heretofore reported have been paid by the sale of the W.A. Parsons 412 acre tract of land, it is therefore ordered that this cause be referred to A. M. Goins, one of the commissioners of this court, whose duty it shall be to ascertain and report to the court all unpaid judgments against J. L. Pennington which operate as liens upon the tract of land, or interest in lands, which was conveyed by the said Johnson Jessee to the said J. L. Pennington, and all other liens against the same, using as a basis for his report the report heretofore made and filed by him in this cause. Said commissioner shall hear and reduce to writing and return with his report all proper evidence produced before him. And he may report upon any other matter deemed proper by himself and required by any party in interest. Said commissioner shall give due notice of the time, place and object of his sittings to all parties in interest.

And this cause is continued.

And this case is continued.
in interest.

West & Stewart, Advers
vs { Lu Chauncy
J. L. Pennington et al

Decree for Comm. in
J. E. Parsons branch &
for and also confirming
deed to Emmert for 412
acres tract.

Entered C. B.

No. 7, Page 557c.

Enter this decree

Dec 14 1904

J. C. W. Sherr

Virginia,

At a Circuit Court continued and held for Lee County at the Court-house thereof on Wednesday the 24th day of May, 1905.

Stewart & West Adms. etc. et als.

Complainants,

vs. In Chancery

J. L. Pennington et als.

This cause came on again this day to be heard upon the papers formerly read therein, the report of Commissioner, A. M. Goins, filed herein on the 5th day of May, 1905, and the exceptions of said plaintiff and others endorsed thereon, and was argued by counsel. On consideration of all which and for reasons appearing to the Court, it is adjudged, ordered and decreed that said exceptions of said plaintiffs and others endorsed in writing upon said Goins said report be and the same is hereby overruled and that said report be and the same in every particular is confirmed hereby.

And it is further adjudged ordered and decreed that all former decrees and orders entered in this cause which are in any wise in conflict with this decree be and the same are hereby amended and changed so as to conform to this and said report filed herein on the 5th day of May, 1905.

And it is further adjudged, ordered and decreed unless all the debts reported in this cause by any previous report and confirmed and the report referred to above in this decree, and not heretofore paid or provided for be paid in twenty days from this date, then L. T. Hyatt, who is hereby appointed a special Commissioner for the purpose will after advertising the time terms and place of sale at three or more public places in this ~~vicinity~~ county for thirty days by posting written or printed notices at such places as he may deem proper in the town of Pennington Gap, at the front door of the post office of said town offer for sale at public outcry to the highest and best bidder, a one seventh undivided interest of the real estate of C. A. Jessee, Dec'd, which is composed of two tracts, lying and being in Lee County in the Pocket Country, on the waters of Bailey's Trace and being the undivided interest which in this cause on said plaintiff's amended bill is sold as the interest of one Jas. E. Parsons. Said sale shall be made subject to the dower

rights of Mary C. Jessee, widow of C. A. Jessee, and on a credit of one and two years time, except a sum sufficient to pay the costs of said amended bill which seeks to have said interest in said land sold to pay the liens thereon herein reported by said Commissioner Goins, he will take notes or bonds payable to himself, bearing interest from date of sale, with good personal security.

And he will report his action to Court. But before entering upon his duties hereunder, said Hyatt will execute bond before the Clerk of this Court with approved security and conditioned to faithfully, discharge his duties hereunder to account for all moneys coming into his hands and this cause is continued.

A Copy-Teste:

J. H. Ewing,

clerk.

[illegible]

Stewart - & West - aduers.
vs. Decree

J. L. Pennington et al
~~~~~

Clerk  
May 30  
Account by Deliauring

a Copy of Decree to

L. J. Hyatt

M. D. Denny

D. S.

for P. M. Ball & L. C.

Copy 60¢







West & Stewart Adms's

V.S. } In charge

J. L. Pennington et al

To Hon. H. A. W. Seem Circuit-Court Judge  
For Lee Co Virginia

At your Honor's Court continued and held  
for Lee Co. at the Court house there of on the  
29<sup>th</sup> day of Sept 1904

It was ordered and decreed that-

W. E. Thompson County Surveyor go upon  
the Lands mentioned in said Bill and  
make a survey and Plot of the Lands in  
Controversy. also showing the Parcels of  
said Lots claimed by the Defendants. & C.

Your under signed Surveyor Beg Leave to Report-  
that on the - day of May 1905-

I did go up on the Lands mentioned in  
said Bill make a survey and plot which  
is enclosed here with as a part of this Report.

To ascertain what part of said Lots in  
the old Partition of Thomas Pennington's Est-  
was claimed by the Defendants it was  
necessary to make a survey of said Lots  
according to the Commission's Report which  
is filed in this case. The Black Lines on  
the Plot here with enclosed Represents  
the Lots as partitioned in said Commission's  
Report and the Red Lines Represent the  
Present Claimants or Defendants.

Lot No 3,



Begines at A as Shown on Plot a corner  
to Lot-No 1 and with Lines of the Same  
up a Ridge according to the many courses  
and Distances in the Partition here with Lined  
to the Letter B thence to the Top of Lone  
Mountain to the Red Letter (S) thence continuing  
on around the Top of Said Mountain  
to a chest & chestnut oak Shown at (D) corner  
to Lot-No 5 with Lines of the Same.

Down a Spur to the Saur wood & White oak corner  
(now a planted Rock) Shown at (J) corner to Lot-  
No 4 S 12 E. 250 poles to a Pine near the  
North Fork Shown on Plot at (E) Thence  
with Lines of Lot- 9-8- and around the  
Home Place Shown on Plot F, G, H. to  
the Beginning.

That part of Lot-No 2.

in controversy is Shown on Plat as follows.  
(Reference is here by called to a Deed From G. W. Hughes  
to John L. Pennington.) Beginning at a Gum  
& chestnut on the Lone Mountain  
Shown on Plat the Red Letter (S) Thence  
Down the Dividing Ridge with Red Line  
to the Red Letter (P) on the S 12 E. Line  
Thence with Said Line Reversed N 12 W  
177 poles to (Saur wood & oak) Planted Rock shown  
on Plat at (J) Thence with a Lines of Lot-No 5-



3)  
up a Ridge with many Courses & Distances  
to Chestnut & oak on Top of The Lone Mountain  
Shown on Plot at (D) Thence around with  
The Top of Said mountain to The Beginning  
Containing about 110 acres more or Less.

1st. A Portion of the above described Lot-  
Shown on Plot as The Northern Part <sup>(John H. Reynolds)</sup> marked  
Beginning at <sup>or near</sup> the Red Letter (S) & Running  
North East with a Red Line to Stake in  
the Branch on a Line of Lot No 5 and  
with Lines of the Same to D on Top of  
Lone Mt and around with Top of Said  
mountain to The Beginning. is Claimed  
By John H. Reynolds

2dly ~~one~~ other Part- of Lot Shown on  
Plot marked Exhibit-23 is Claimed  
By J. R. Redwine Described as follows

Beginning at a chestnut Shown on Plot  
near the Red Letter (S) Corner to John H Reynolds  
and with his Line Shown By Red Line to a  
Stake in The Branch on a Line of Lot No 5 with  
the Same down The Branch to Planted Rock  
at (D) Thence about S. 38½ W 48 poles to a  
Sawwood in Barnetts Line Shown on Plot (S.W.)  
Thence up The Ridge with Barnetts Line to The  
Beginning <sup>(S)</sup> Containing about 25 acres more or Less.



(4)

3d. a Small Parcel Lying South of The above Described Tract- is Claimed By J. N Redwine Shown on Plot Beginning at (S. W.) a Sawwood Corner to J. R Redwine N 38½ E. about 48 poles to Rock at (J) S 12 E. about 60 poles to a Rock anchentant on a Ridge in Barnetts Line and with the Top of Said Ridge North West to the Beginning Containing aproximately about 10. acres.

4th

Also one other Part of Said Boundary in Controversy Shown on Plot is Claimed By Howard Barnett. Bounded as Follows.

Beginning at a Gum & Chestnut <sup>Black oak</sup> on The Lone Mt. Shown on Plat at Red Letter (S) Thence down The Dividing Ridge with Red Line Shown on Plot to a stake & Hickoy pointes on The Line from E. to W. Shown at (P) Thence with Said Line N 12 W. about 90 poles to a Rock & Chestnut Corner to J. N Redwine. Thence with his Line to a Sawwood Corner to J. R. Redwine <sup>(SW)</sup> Thence with his Line up The Top of a Ridge to the Beginning Containing about 40 acres. more or Less. This Does not include the 12 Acre piece Shown on Plot near the Letter P. on East Side of The S. 12 E. Line marked Exhibit-No 14,

Lot No 3.

Shown on Plot By Black Lines and Bounded By The Letters. E. T. U. V. W.



1<sup>st</sup> The Greater portion of Lot No 3 is claimed By Joshua Moore Exhibit - Deed No 14 is hereby referred to as a more particular Description. Shown on Plot By Red Lines after Leaving the Gum & chest Johnsons Corner South West to Maple Stump North West to a Buck on the Branch Corner to Howard Barnett Thence <sup>8 1/2</sup> N 88 E. 52 poles to a Wahoo North East <sup>7 1/4</sup> poles to a Buck Thence around with original Line to the Beginning

2<sup>d</sup> A Small portion of about 10 Acres in the North West Part of Lot No 3 is claimed By J. N. Redwine Shown on Plot Beginning at W. ~~a planted Buck~~. Sawwood & chest & white oak. Corner to Lot No 4. N 50 E 39 poles to a white-oak on Sand Lick Branch N 85 E. 8 poles to a Buck Joshua Moore Corn Thence with Red Line S 60 W 7 1/4 poles to a Wahoo on Bank of the Sand Branch S. 8 1/2 W. 52 poles to a Buck near the forks of Sand Branch thence S. 57 W. 7 poles to a Lynx Thence up a Ridge as it meanders to the Beginning

3<sup>d</sup> one other Part of Lot No 3 is claimed By Howard Barnett known as his 12 A Lot - Shown on Plot on the East Side of the S. 12 E. Line. Bound as follows. (Exhibit - No 14)

Beginning at the Buck on Sand Lick Branch Shown on Plot marked (Buck) South East to



9

a Maple Corner to Tom Johnson  
S.  $44\frac{1}{2}$  W 43 poles with L. R. Stapleton Line &  
a Stake & Pointers on the old Line  
with the same N  $12\frac{1}{2}$  W 134 poles to a Rock  
& Chestnut on Top of a Ridge shown at  
(W) Thence Down the Ridge to a Gum Thence  
N  $72\frac{1}{2}$  E. 8 poles to the Beginning.

4th one other Parcel of Lot No 3 is claimed  
By Thomas E. Johnson containing about 38 acres  
Bounded as follows. Beginning at Pine & chest  
(Down) on North Fork near said Johnson House  
shown on plot at (U) North East up a Gum  
to a Gum & Chestnut on Top of a Ridge  
Thence Westwardly Passing the maple to a Stake  
in the Branch Thence Down the Branch to the  
North Fork Thence up the same Taking a Portion of  
Lot No 10 to the Beginning. (Exhibit - No 18)

5th on other Parcel of Lot - No 3  
is claimed By L. R. Stapleton (Exhibit - No 17)  
Bounded as follows Beginning at a Rock in  
mouth of Sand Lick Branch shown on Plot west of (U)  
Thence Down the North Fork to Rock opposite the  
Pine at \* Thence N  $31\frac{1}{2}$  W 6 poles to a Pine at E  
Thence N  $12\frac{1}{2}$  W 60 poles to Pointers Barnetts Corner  
near <sup>(P)</sup> Thence N  $46\frac{1}{2}$  E. 40 Poles to Stake & Small Birch in  
the Sand Lick Branch Thence Down said Branch  
to the Beginning Containing about 23 acres.



7 This Last Claim Includes about 5 acres  
of Lot No 9 & 10 as shown on Plot.

Lot 9 & 10

Is claimed By T. G. Johnson  
Except what is included in the above  
Description of L. R. Stofleton. For more particular  
Description See Exhibit- No 19. and Plot  
Z. Y. R, S, T, U.

Lot- No 4 is shown on Plot By Black Lines  
and Letters W. J. K X V

The Western Part of Said Lot- is claimed  
By J. N. Redwine shown By Red Lines  
Beech & Gum Corners on the East- on the West- the  
original Line K. J. W Represents the West Line  
See Exhibit- No 15

2d The North East portion of Said Lot No 4  
is claimed By L. S. Carter Represented By Letters  
C X. X. Beech & Gum Exhibit- No 11.

3d  
The South East Portion of Said Lot- No 4  
is claimed By James R. Reynolds  
Bounded on the North ~~with~~ By L. S. Carter Line  
shown on Plot Red Line from Beech to C X  
thence with original Line from C. X. to V. a chest  
and Gum. thence South West down a Ridge  
with Joshua moon Line to a Beech thence Northwardly  
to the Beginning.



8)

I found some Lines had ben left ~~of~~ out  
on top of the Ridge so This Plat Will  
Show more Lines on Top of Lone Mountain  
Than The Commissioners Report.

I did not think it necessary to give a  
full discription of Every Line That is of Courses  
and Distances. Defendants Help to make  
the Survey after being duly Sworn.

All of which is Respectfully Submitted

W. E. Thompson

County Surveyor, Jordan Co.



West & Stewart Adms  
vs } In chng.

J. L. Perminington clal

SURVEYORS. Report

Cost-

|                 |                |
|-----------------|----------------|
| W.E. Thompson   | 10.00          |
| Jack Moore      | 3.00           |
| John R Reynolds | 3.00           |
| J. R. Redwine   | 3.00           |
| Howard Barnett  | 2.00           |
| L. R. Stofleton | 1.00           |
|                 | <u>\$22.00</u> |

Filed May 19th 1905.

H. E. Ewing,  
Clerk.



JC Sewell et al Admors.

vs  
Esfegum et al

Decree May 20, 1904, OB 7 p 472

Cause came on to be heard on papers formerly  
read & report filed of M. G. Ely Court filed Oct.  
20, 1903, and captioned ~~therein~~,  
Caption is sustained & report of

Sale as to the interest in the 18 acre tract of  
land is set aside and annulled and in all  
other respects said report of sale, and of the one-  
half interest in the 31 acre tract of land is af-  
firmed and confirmed to the purchaser J.C.  
Sewell,

It is decreed that sd. Court collect the re-  
mains of the purchase money, and when paid  
in full he will execute and deliver to the  
said purchaser a deed with covenants of  
sft war

Decree (same style above) Sept 5 1904 OB 7 p 509  
Report & deed to J.C. Sewell purchaser filed  
& af. & con. & cause stricken from docket.



DEED:--Dated January 28, 1852

James J. Gibson and George Eager

To

John Carter

CONSIDERATION: \$1000.00, paid, receipt acknowledged.

CONVEYS:

A tract or parcel of land taken off of the upper end of a 1480 acre survey patented in the name of James McCavock lying on Catrons Creek of Martins Fork of Cumberland River and bounded as follows, to-wit:

BEGINNING at a beech standing on the North bank of Slaters Fork of Catrons Creek thence E 65 poles to two white oaks standing on the side of a hill; thence N 20 E 370 poles to two black gums and a white oak standing on the main middle fork of the Laurel Branch also on the first open line of the McCavock survey; thence leaving said line and running down the Laurel Branch with the different meanders thereof thence S 59 W 92 poles to a water oak and poplar; thence S 72 W 132 poles to a white oak and oak standing at the mouth of the Laurel Branch; thence N 86 W crossing Catrons Creek and running across the lower end of said Carters land with his fence 44 poles to a stake on the side of a hill; thence S 36 W with the fence 7 poles to a stone; thence S 60 W 128 poles to a stake on the back line of the McCavock survey; thence S 30 E 15 poles to a large poplar; thence S 50 E 160 poles to a hickory, beech and buckeye on the west bank of said Creek; thence S 5 W running near said creek 50 poles to a sugar tree; thence S 38 E 5 poles to a maple standing on the bank of said creek; thence S 39 E running in said creek 16 poles to a stake at the mouth of Slaters Fork thence running up Slaters Fork to a beech the BEGINNING and a corner to the McCavock survey.

Containing 500 acres be the same more or less together with the exception of a small bit supposed to be from one to two acres that was and is in controversy between said Gibson and James Ball



- Rule Docket -

De Sewell, H H Padmore. H Jolyne  
Adms of A L Padmore died.

CH Greene, Wm Greene, W J Melham adms  
of Armida Greene died. Wm Greene Jr.  
Selo Greene + Mary Greene

May 14, 1903

Granted as to Wm Greene  
W J Melham  
Wm Greene Jr.  
Selo Greene  
Mary Greene

FO Pass to CH Greene

2. no. from Rubin

Bill filed ~~DN confd~~  
+ DN as to  
home dpts  
+ O P for immo.

at July Rules

DN confd  
OP complete  
+ case set for  
hearing



down along the top of said ridge, as it meanders, with the  
 line between W. H. H. Smith and C. B. Pope, S 42-45 W 5.88  
 poles; S 66 W 25.04 poles to point on top of a rock fifteen-  
 by-eighteen-by-twenty-five feet; thence S 89-15 W 6.40  
 poles to a small hickory; S 64 W 9.08 poles to a 36 inch  
 chestnut oak; S 43-30 W 31.20 poles to a chestnut oak;  
 S 19-10 W 22.24 poles; S 38-15 W 42-72 poles to a 4 inch  
 dogwood; S 30-45 W 23.20 poles; S 41 W 5.40 poles to a 2  
 inch black jack; thence leaving the top of said ridge and  
 with the line fence between said Smith and Pope, S 84-45 W  
 1.80 poles; S 42-45 W 11 poles; N 59 W 38.80 poles to a flat  
 rock at the North end of said line fence, on the East edge  
 of the county road, marked "E.N."; thence crossing Catrons  
 Creek, N 72-45 W 10.84 poles to a poplar on the West bank;  
 thence up along the top of the spur which forms the South,  
 or upper water-shed of the Nancy Stepp Hollow, S 81-45 W  
 23.96 poles; N 84 W 5.32 poles; N 64-30 W 8.92 poles; N 88  
 W 6.52 poles to a black oak and sassafras; S 75 W 15.04  
 poles; S 64-30 W 6.48 poles; S 56-30 W 5.44 poles; S 63-45 W  
 2 poles to a 12 inch black walnut; S 74-25 W 4.60 poles to  
 two dogwoods; N 82-30 W 3.56 poles; S 65 W 6.48 poles to the  
 top of a small cliff; S 44 W 9.64 poles to a 30 inch chest-  
 nut oak; S 84-25 W 24.20 poles; N 68-30 W 7.44 poles to the  
 top of the ridge between the Crane Branch and the Betty  
 Branch; thence up along the top of the main ridge, as it me-  
 anders, S 87-30 W 8.72 poles; S 66-45 W 10.96 poles; S 46-45  
 poles to a chestnut oak; S 79-15 W 2 poles; S 60-30 W 5.88  
 poles; N 85-45 W 12.12 poles; N 55-30 W 3.08 poles to a  
 point from which a chestnut oak bears N 49 E 22½ links and  
 another chestnut oak bears S 73 E 22½ links the two chestnut  
 oaks being the third corner of the James Ball 100 acre  
 grant #8058; thence continuing with the top of the ridge,  
 N 86-45 W 18.92 poles; S 67-30 W 11.08 poles to a 4-inch  
 ironwood at a high cliff; S 64 W 8.12 poles; S 74 W 7.56 p  
 poles; S 86-30 W 16.60 poles; S 70-15 W 8.60 poles to two  
 sugar trees, fifth corner of said James Ball grant; thence  
 leaving the ridge and with the fifth line of said Ball grant  
 N 34-45 W 49.68 poles to a stake on the thirteenth line of  
 the James Ball 850 acre grant #4657; thence with the lines  
 of same, S 33-10 W 4.48 poles to the thirteenth corner there-  
 of, a corner stone marked "13" set by Processioners for the  
 thirteenth corner of said grant; thence S 18-15 W 39.28  
 poles to a black oak, twelfth corner of said grant; thence  
 S 69-13 W 29.36 poles to the eleventh corner thereof, a cross  
 mark on a rock at a turned-up sugar tree; thence N 71 W  
 20.60 poles to two lynns, the tenth corner thereof; thence  
 S 49-28 poles to a black oak, the ninth corner thereof;  
 thence S 75-10 W 30 poles to the eighth corner thereof; them  
 S 88-30 W 96 poles to the seventh corner thereof; thence  
 with the sixth line, reversed, N 55-30 W 49 poles to a stake  
 on top of the mountain between Little Creek and Wallins  
 Creek; thence continuing with said reversed sixth line,

W 137.48



To the Honorable H. A. W. Skeen, Judge of the Circuit Court for  
Lee County, Virginia:

Your undersigned Special Commissioner respectfully reports that  
pursuant to a decree of the said court entered on the 14th day of  
December, 1904, in the chancery cause therein pending entitled West  
& Stewart, Admrs. &c. vs. J. L. Pennington et al, he has executed to  
W. B. Emmert a deed conveying to him the tract of land known in this  
cause as the W.A. Parsons 412 acre tract, with special warranty, and  
he asks that the same be confirmed by the court, and that the said  
W. B. Emmert be required to pay your commissioner the sum of ten dol-  
lars for his services with respect to the said deed.

Respectfully submitted,

L. T. Hyatt

Special Commissioner.

Dec. 14th, 1904.



Dec. 14th. 1904.

West & Stewart, Adams  
& Lu Chauncy

J. L. Pennington & Co.

Report of L. T. Nyant,  
Spec Comm showing execu-  
tion of deed to W.B.  
Emmett for 412 ac tract.

Filed Dec 14 1904

J. L. Pennington  
Special Commissioner.

December, 1904, in the chancery cause therein pending entitled West  
v. West & Stewart, Adams & Lu Chauncy, Judge of the Circuit Court for  
the County of Virginia:

To the Honorable H. A. W. Green, Judge of the Circuit Court for



# Black Mountain Coal & Coke Company

GENERAL OFFICES: BRISTOL, VIRGINIA

## Calls of the M. Z. Parson

Beginning at a Stake 19 Feet S 25° W from a Blazed Eyeball  
on the Bank of St creek  
Thence up a ridge

|                        |      |                                                |
|------------------------|------|------------------------------------------------|
| N. 27 $\frac{3}{4}$ W. | 677  | Feet to two Blazed oak Saplings                |
| N 56 $\frac{1}{2}$ W   | 256  | Feet to a Small Blazed oak & chest.            |
| N 65 $\frac{1}{2}$ W   | 349  | Feet to a Stake                                |
| N 38 $\frac{1}{2}$ W   | 158  | Feet to a Large dead chest.                    |
| N 67 W                 | 425  | Feet to Stake                                  |
| N 87 $\frac{1}{2}$ W   | 183  | " " "                                          |
| N 63 $\frac{3}{4}$ W   | 232  | " " Point-on Top of a Ridge on W C Parson Line |
| N 74 $\frac{1}{2}$ E   | 317  | " to With Parsons Line                         |
| N $\frac{1}{2}$ E      | 825- | " to Stake                                     |
| N 86 $\frac{1}{2}$ W   | 157  | " to "                                         |
| S 79 $\frac{1}{2}$ W   | 214  | " " "                                          |
| S 88 $\frac{1}{2}$ W   | 99   | " " "                                          |
| S 82 $\frac{1}{2}$ W   | 115  | " " "                                          |
| S 64 $\frac{1}{2}$ W   | 132  | " " "                                          |
| S 80 $\frac{1}{2}$ W   | 99   | " " "                                          |
| N 76 $\frac{1}{2}$ W   | 198  | " " "                                          |
| S 79 $\frac{1}{2}$ W   | 132  | " " "                                          |
| S 88 $\frac{1}{2}$ W   | 363  | " " "                                          |
| N 43 W                 | 231  | " to chest oak                                 |
| N 28 $\frac{1}{2}$ W   | 165  | " to Sta                                       |
| N 49 W                 | 99   | " " "                                          |
| N 10 $\frac{1}{2}$ W   | 82   | " " "                                          |
| N 4 E                  | 99   | " " "                                          |
| N 4 W                  | 295  | " " "                                          |



# Black Mountain Coal & Coke Company

GENERAL OFFICES: BRISTOL, VIRGINIA

M B Persson Continued

|            |   |     |                                                 |
|------------|---|-----|-------------------------------------------------|
| N 26 1/2 E | - | 331 | Feet to Stake                                   |
| N 28 1/4 W | - | 507 | " " "                                           |
| N 9 E      | - | 346 | " " "                                           |
| N 17 W     | - | 165 | " " "                                           |
| N 33 1/2 W |   | 272 | " " "                                           |
| N 22 1/2 W |   | 214 | " " "                                           |
| N 10 1/2 W |   | 132 | " " Ches oak                                    |
| N 23 1/2 E |   | 260 | " " " "                                         |
| N 26 W     |   | 216 | " " Sta                                         |
| N 6 1/2 W  |   | 330 | " " Ches oak                                    |
| N 11 1/2 E |   | 91  | " " Sta                                         |
| N 42 1/2 W |   | 346 | " " Top of Lower cliff                          |
| N 3 W      |   | 214 | " To Scrub oak                                  |
| N 4 1/2 E  |   | 98  | " to 4 Hickorys & chest (Carter & Carmical Ent) |

Then Leaving the Top of Said Ridge

S. 88 E 3670 Feet to a stake near a Large white-oak Ches oak and Locust on the Dividing Ridge between Millers Cove & Benidie then down Said Ridge

S 7 W 300 Feet to a Horn Beam & oak Corner to widows Carter

S 13 E 181 Feet to Sta

S — 594 " " "

S 26 1/2 E 330 Feet to "

S 10 1/2 W 202 " " "

S 3 1/2 W 558 " " "

S 8 E 313 " " "

S 11 W 181 " " "



# Black Mountain Coal & Coke Company

M. J. Parsons continued

GENERAL OFFICES: BRISTOL, VIRGINIA

S.  $14\frac{1}{2}$  W - 198 Feet to a stone  
 S 33 E - 360 Feet to a sta.  
 S 67 E - 90 " " " "  
 S  $67\frac{1}{2}$  E 340 " " " "  
 S  $20\frac{1}{2}$  E 600 " " " "  
 S 4 W 204 " to a chestnut on meadow line  
 S 62 E 358 to a Poplar on the East Bank  
 of Benidic Branch thence down  
 the Branch.  
 S 57 W 132 Feet to a sta  
 S  $14\frac{1}{2}$  E 239 " to a " near a chestnut  
 S  $28\frac{1}{4}$  E 297 " to a stone in st creek  
 S  $42\frac{1}{2}$  E 198 " down st creek  
 S. 15 E 157 " stone at the mouth of a drain  
 N  $86\frac{1}{2}$  W 109 " to a Buck (old corner)  
 S 66 W 128 " to a Poplar  
 " a sta  
 N  $57\frac{1}{4}$  W 85 " to Buckley  
 S  $61\frac{1}{2}$  W 193 " to stone in st creek  
 S 39 W 148 Feet leaving the creek a little  
 to a Double Buckley.  
 N 77 W 65 Feet to 2 cecumbers  
 S 49 W 50 Feet to a Lewis Bush  
 S 17 W 134 Feet to a Dogwood  
 S  $30\frac{1}{2}$  E 39 Feet to a white walnut  
 S 19 W 420 " to a stone  
 S  $47\frac{3}{4}$  W 256 " to The Beginning  
 Containing 383 acres

Surveyed Aug 7 - 1803  
 by W E Thompson



~~383~~

120

1915

786

383

4,787.50



To the Honorable H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

The undersigned Commissioner respectfully report that pursuant to the decree of the said court entered on the 29th day of August, 1903, in vacation, in the chancery cause therein depending, entitled "West & Stewart, Admsrs.&c. et al vs. J. L. Pennington et al.", he has disbursed to the parties entitled thereto the cash payment of \$1595.34 paid to him on the day of sale except some small items of cost which he has not yet had an opportunity to disburse.

Your Commissioner further reports that at the date of his purchase of the said land the purchaser W.B. Emmert had purchased and taken a written assignment from the defendant Henry Z. Parsons of his first two liens against the said land. The said two liens amounted on the date of said sale to the sum of \$1325.25. After the payment of all costs and commissions of sale, there was left of the cash payment aforesaid \$1125.23 which was paid to the said Emmert as assignee of the said Parsons on the said two first liens. This left a balance due on said two liens as of the date of said sale the sum of \$200.62, and this sum was treated as a credit on the deferred purchase money notes or bonds as of the day of sale.

As of the 29th day of August, 1904, the date of the confirmation of the said sale, the said W. B. Emmert purchased and took an assignment from A. N. Pennington of all the judgments owned by him which were payable out of the sale of the said 412 acre tracts of land, which judgments, according to a calculation made by your commissioner in connection with Mr. Emmert and Judge Pennington, amounted as of the said 29th day of August, 1903, to the sum of \$2139.72, and this sum has been treated by your commissioner as a payment upon the said deferred purchase money notes as of that date.

On the 3th day of October, 1904, the said Emmert, of Judge Pennington for him, paid me on the balance of said notes the sum of \$345.59, and some days thereafter the further sum of \$9.26, under the belief that these two sums paid the balance in full of the purchase price of said land. and on the 13th day of December, 1904, your commissioner, by a close and accurate calculation, ascertained that



these two sums overpaid said notes 37 cts. Your commissioner reports therefore that the said purchaser has now fully paid the purchase price of the said land and is now entitled to a deed therefor. As shown by the report of sale said tract of land by actual survey only contains 323 acres, and it is the desire of Mr. Emmert that the deed made to him shall be according to the survey by Mr. Thompson the field notes of which are attached to this report and asked to be treated as a part thereof, and your commissioner thinks that this ought to be done.

As above stated, your commissioner has received on said notes, for distribution, the sum of \$854.25, and up to this time has only disbursed about two hundred and forty dollars thereof. He has not had the time to make accurate calculations of the manner in which this money ought to be disbursed, and would like to have until the next term of the court to do so. All of it not heretofore disbursed, or practically so, belongs to his own clients in the case. At the next term of the court your commissioner will be able to report fully and accurately the disbursement of the said funds.

Respectfully submitted,

L. T. Kyatt

Special Commissioner.

539.90 Chick  
300.00 Chick  
285.33 Land  

---

\$1125.23



West & Stewart, Advers  
re.

vs { In Chancery

J. L. Pennington et al.

Report of L. T. Hyatt,  
Special Commr. showing  
collection of purchase  
price of 412 acre tract.

Filed Dec 14 1904

H. C. Fawcett  
Clerk.



West & Stewart, Admr. &c. - - - - - Plaintiffs

vs. J. E. Parsons Branch.

J. L. Pennington et al - - - - - Defendants.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of  
Lee County, Virginia:

Your undersigned Special Commissioner begs leave to report  
that he has collected from the Black Mountain Coal Land Company,  
Incorporated the first note due by them on the land purchased from  
your Commissioner in this cause, which note was due dated February  
3rd, 1906, due one year after date, with interest from date, the  
principal of said note being \$617.23, and the interest at the time  
the same was paid to your Commissioner amounted to \$38.88, and  
this sum of \$656.11, being the principal of said note with its  
interest, your Commissioner holds in his hands to be disbursed in  
accordance with the order of the Court.

Respectfully Submitted.

Geo. P. Criddle  
Special Commissioner.



West + Stuart Admr.

vs. { J. E. Parsons Branch

J. L. Pennington et al

Filed Feb. 25, 1907.

L. C. D. Ewing,  
Clk.



MEMORANDUM FOR LIS PENDENS.

STEWART AND WEST, ADMR. of JOS. ELY, DEC'D,  
v. )  
IN CHANCERY.

*Plaintiffs*

J. L. Pennington, William Pennington, Henry Z. Parsons, J. C. Jessee, administrator of the estate of M. C. Parsons, dec'd; Ellen Jessee, Eva Russell; George W. Parsons; Rebecca Wampler; Wheeler P. Parsons and Bessie A. Parsons, the two last named being infants under the age of 21 years, heirs at law of M. C. Parsons, dec'd; George W. Russell, administrator of the estate of H. J. Russell, dec'd; Catherine Russell; Bernice Russell; Bernard Russell and Pearl Russell, infant heirs at law of H. J. Russell, dec'd; A. M. Olinger; James W. Orr and C. K. Brown, partners in trade in the firm name of Brown and Orr; W. P. Wood; R. J. Wood; R. L. Wood and R. A. Wood, partners in trade under the firm name of R. J. Wood and Sons; E. S. Harbor; John D. Morgan; Henry J. Morgan; W. S. Hurst; W. S. Hurst, A. G. Hyatt and J. A. G. Hyatt, private bankers under the firm name of Pennington Gap Bank; Mary E. Lanningham; Lee Phillips, an infant under the age of 21 years; Jennie Phillips; E. W. Pennington, Commissioner; G. W. Peters; Emily Stewart and Woodward Stewart; W. P. Zion, Guardian, etc.; J. M. Greer; J. R. McDowell; J. G. Duncan and O. Schmalzaried, partners in trade under the firm name of Machinery Co.; J. M. Olinger; T. J. Ely, administrator of the estate of George T. Crider, deceased; R. L. Pennington, for, etc.;



James W. Orr and George W. Blankenship, law partners under the firm name of Orr & Blankenship; Whelands Foundry and Machine works, a corporation; A. M. Brown; American Stave and Cooperage Company, a Corporation; J. D. Pennington; John F. Skaggs; R. L. Evans; George W. Hughes; C. D. Russell; L. M. Zion; A. N. Pennington; William Johnson; James Carter; Sarah Johnson; M. L. Slemp; James F. (E.) Witt; C. E. Flanary, administrator of the estate of Jacob Witt, deceased; W. J. Mileham, administrator of the estate of John S. Burgan, Sr., deceased; E. S. Wax; H. G. Ely and George A. Crabtree. -- -- *Defendants.*

oooooOooooo

This is a suit (commonly known as Stewart and West, Admr., v. J. L. Pennington, et al.) now pending in Chancery in the Circuit Court of Lee County, Virginia, the general object of which is to enforce a lien of a judgment rendered by the Circuit Court of Lee County at November Term, 1895, of said Court, in favor of plaintiffs' decedent, Jos. Ely, against J. L. Pennington and William Pennington for the sum of \$134.00, with interest thereon from the 5th day of October, 1895, until payment and \$8.56 costs, against a tract of land supposed to contain 412 acres, which is fully described in a deed dated April 25th, 1895, from William A. Parsons to Ellen Jessee and others, which deed is recorded in the Lee County Clerk's Office, D. B. 35, p. 181, to which reference is made for a more particular description of said land.

The estates of J. L. Pennington and H. Z. Parsons are intended to be affected by said suit.

This 29th day of April, 1904.

*L. J. Hyatt*  
\_\_\_\_\_  
Attorney for plaintiffs.



In the Office of the Clerk of Lee County, State of Virginia,  
the 29<sup>th</sup> day of April, 1904, the foregoing writing  
was admitted to record.

Teste:

W. C. Ewing  
clerk.



Stewart & West Adams,  
v. J. In Chancery  
J. S. Pennington, et al

Sine Penders

Recorded in Seed Book  
No. 41 page 408

Examined Apr. 29. 1904

Indexed

Clock #1.25-

6



West & Stewart, Adm'r's, etc.,

vs

J.L.Pennington, et als.

It is agreed between the attorneys both for the plaintiffs and defendants, that each of the following named defendants will testify that that they had no personal knowledge of any of the alleged exchanges of land between J.L.Penning and W.M.Pennington on the one hand, J.L.Pennnington and D.S.Reasor on another hand, and J.L.Pennington, Geo.W.Hughs and W.M.Pennington on the other. And that this agreement will be admitted as evidence in this case to the extent that the testimony of said defendants would be admitted on this point if written out in full, and properly attested and certified in regular deposition form. Said defendants are as follows to-wit:

J.N.Redwine, J.R.Redwine, John H.Reynolds, Howard Barnette, L.S.Carter, James R.Reynolds Joshua Moore, T.G.Johnson and L.R.Stapleton.

*It is further agreed that the mother of Martha Pennington will testify that Martha Pennington was born in the year 1858.*  
Given under our hands this 13th day of Sept. 1905.

J. C. Noel  
L. T. Hyatt



# Agreement of Facts.

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1900



*Referred to file*

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon

*+ L. Pennington, + Wm Pennington, Joshua Moore, Jas R. Reynolds, L. S. Carter, J. N. Redwine, L. R. Stapleton, Howard Barnett, + J. G. Johnson, + Geo. L. Redwine, Jacob V. Redwine, Jas. R. Redwine and + H. N. Pennington +*

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules to be held for the said Court, on the *first* Monday in *May* 190*4*,  
*an amended*

to answer to a bill in chancery, exhibited against *them* in our said Court by *S. P. West and W. P. M. Stewart, Administrators of the estate of Joseph Ely, deceased,*

And have then there this writ.

Witness, *H. C. J. Ewing* A. B. Munsey, Clerk of our said Court, at

the court-house, the *22<sup>nd</sup>* day of *April* 190*4*, and in the *8<sup>th</sup>* year of the Commonwealth.

*H. C. J. Ewing*



J. N. Redwine and L. S. Stapleton not being  
 found at their usual place of abode, Executed  
 on ~~June 20th 1904~~ <sup>June 20th 1904</sup> to said Redwine and Stapleton by delivering at  
 the dwelling houses of said Redwine & Stapleton, a true  
 copy of the within process to Helen Redwine  
 wife of said J. N. Redwine and explaining to her  
 its purport and also a copy of the same to Annie  
 Stapleton wife of L. S. Stapleton and explaining  
 to her its purport; and further executed on  
 the 20th day of April, 1904 by delivering true  
 copies of the within process to each John L.  
 Demmington, Mrs. Demmington, Joshua Moore, James  
 R. Reynolds, L. S. Carter, Howard Barnett,  
 D. G. Johnson, George L. Redwine Jacob D.  
 Redwine, James R. Redwine and A. N.  
 Demmington.

E. Stapleton S. S. for  
 P. M. Ball  
 S. S. S.

L. P. West and W. P. M. Stewart  
 Adms.

SUBPOENA  
 IN  
 CHANCERY.

vs.

J. L. Demmington et al

L. J. Ayatt

p. q.

To

20th May

Rules

Lee Circuit Court.